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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

PATAGONIA, INC.,

Case No. 3:22-cv-07437-TLT

Plaintiff.

V

**JOINT STIPULATION OF DISMISSAL
AND [PROPOSED] ORDER**

THE GAP, INC.

Defendant.

1 WHEREAS, on November 11, 2022, Plaintiff Patagonia, Inc. (“Plaintiff”) filed its Complaint in
2 the above-captioned matter against Defendant The GAP, Inc. (“Defendant”), *see* ECF No. 1;

3 WHEREAS, on January 5, 2023, Defendant filed a Motion to Dismiss in Part the Complaint, *see*
4 ECF No. 21;

5 WHEREAS, on January 27, 2023, Plaintiff filed an Amended Complaint, *see* ECF No. 23;

6 WHEREAS, on January 30, 2023, the parties stipulated that a Second Amended Complaint may
7 be filed, *see* ECF No. 24, and on February 6, 2023, Plaintiff filed a Second Amended Complaint, *see*
8 ECF No. 26;

9 WHEREAS, on February 21, 2023, Defendant filed an Answer to the Second Amended
10 Complaint and Counterclaim, *see* ECF No. 31;

11 WHEREAS, on March 14, 2023, Plaintiff filed an answer to Defendant’s Counterclaim, *see* ECF
12 No. 36;

13 **NOW, THEREFORE**, pursuant to the terms of an agreement by and between the parties to
14 resolve the claims asserted in this action, Plaintiff and Defendant hereby stipulate and agree as follows:

- 15 1. Plaintiff’s Second Amended Complaint against Defendant and each cause of action
16 asserted therein shall be dismissed *with prejudice*, pursuant to Rule 41(a)(1)(A)(ii).
- 17 2. Defendant’s Counterclaim against Plaintiff and the cause of action asserted therein shall
18 be dismissed *without prejudice*, pursuant to Rule 41(c).

19
20 Respectfully submitted,

21
22 DATED: May 30, 2023

CONRAD | METLITZKY | KANE LLP

23
24
25 */s/ Mark R. Conrad*
26 MARK R. CONRAD
CARA SANDBERG
27 Attorneys for DEFENDANT The GAP, Inc.
28

1 DATED: May 30, 2023

FROSS ZELNICK LEHRMAN & ZISSU, P.C.

2 */s/ James D. Weinberger*
3 JAMES D. WEINBERGER
4 NICOLE LIEBERMAN
5 Attorneys for DEFENDANT The GAP, Inc.
6

DATED: May 30, 2023

VERSO LAW GROUP

7 */s/ Gregory S. Gilchrist*
8 GREGORY S. GILCHRIST
9 RYAN BRICKER
10 PAYMANEH PARHAM
11

12 Attorneys for PLAINTIFF PATAGONIA, INC.
13

SIGNATURE ATTESTATION

I attest that concurrence in the filing of this document has been obtained from each of the other signatories, which will serve in lieu of their signatures on the document.

DATED: May 30, 2023

17 */s/ Mark R. Conrad*
18 MARK R. CONRAD

[PROPOSED] ORDER

Pursuant to stipulation (i) Plaintiff's Second Amended Complaint against Defendant and each cause of action asserted therein shall be dismissed *with prejudice*, pursuant to Rule 41(a)(1)(A)(ii), and (ii) Defendant's Counterclaim against Plaintiff and the cause of action asserted therein shall be dismissed *without prejudice*, pursuant to Rule 41(c). All other existing dates and deadlines in this matter are hereby vacated. The Clerk is directed to close this case.

IT IS SO ORDERED.

DATED: May 30, 2023


HON. TRINA L. THOMPSON